

04385

STATE FILING - 1 COPY  
COUNTY FILING - 3 COPIES

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REORDER FROM  
Register, Inc.  
514 PIERCE ST.  
P.O. BOX 218  
ANOKA, MN. 55303  
(612) 421-1713

UCC-01

State of Mississippi UCC-1  
Financing Statement

BK 1148 PG 0081

1. ~~Debtor~~ (Last Name first for individuals) LESSEE

Book &amp; Page:

Filed with:

## NORFOLK CORPORATION

Last Name	First Name	Middle Name
5951 OLD HIGHWAY 61		
Mailing Address		
LAKE CORMORANT	MS	17 38641
City	State	City Cd ZIP
64-0431272		<input type="checkbox"/> Transmitting Utility
Tax ID/SSN		

Last Name	First Name	Middle Name
Mailing Address		
City	State	City Cd ZIP
Tax ID/SSN		

2. ~~Secured Party~~ (Last Name first for individuals) LESSOR

3. Assignee (Last Name first for individuals)

FARM CREDIT LEASING SERVICES CORPORATION		
Business Name		
5500 WAYZATA BLVD. SUITE #1600		
Mailing Address		
MINNEAPOLIS	MN	55416-1252
City	State	City Cd ZIP
FEDID#41-1482186		
Tax ID/SSN		

Business Name		
Mailing Address		
City	State	City Cd ZIP
Tax ID/SSN		

4. This financing statement covers the following types (or items) of property:

ONE (1) NEW BELTWIDE MODULE FEEDER WITH 2 1/2 BEDS, CROSS BELT, HOT AIR BOX, BURNER & CONTROLS, COMPLETE.  
The above described personal property is leased pursuant to the terms of that certain Lease Agreement dated 4/7/99 between Lessor and Lessee. This financing statement is filed for precautionary purposes only. Lessor and Lessee regard this agreement to be a true lease and not a lease intended as security.

THE ABOVE DESCRIBED PERSONAL PROPERTY IS TO BECOME FIXTURES LOCATED ON: SEE ~~XX~~ THE ATTACHED EXHIBIT B FOR LEGAL DESCRIPTION IN DESOTO COUNTY, MS.

COMBINED UCC AND FIXTURE FILING - FILE IN UCC RECORDS AND RECORD IN REAL ESTATE RECORDS OF DESOTO COUNTY, MS.

RECORD OWNER OF REAL ESTATE: NORFOLK CORP. (6065122, 66) (5042681)

5. Check if this statement is filed without the Debtor's signature to perfect a security interest in collateral

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state or when Debtor's location was changed to this state
- ☐ which is proceeds if the security interest in the original collateral was perfected
- ☐ acquired after a change of name, identity, or corporate structure of the Debtor
- ☐ where the original filing has lapsed
- ☐ if lien to secure payment of royalty proceeds (effective 1 year)

6. Check if covered: ☐ Products of Collateral

7. Number of additional sheets attached:

NORFOLK CORPORATION

Signature of ~~Debtor~~ LESSEE

BY ROBERTA SHANDORF, POWER OF ATTORNEY

Signature of Secured Party

Signature of Debtor

Signature of Secured Party  
(Required only when filed without Debtor Signature)

Office Use Only

SEP 13 2 28 PM '99

88-9-99

RECEIVED & FILED

W. E. DAVIS

CLERK

DESOTO COUNTY

HERNANDO

MISS.

## WHEN RECORDED MAIL TO:

CONTRACT ADMINISTRATION

FARM CREDIT LEASING SERVICES  
CORPORATION

5500 WAYZATA BLVD. SUITE #1600

MINNEAPOLIS, MN 55416-1252

THIS SPACE FOR RECORDER'S USE ONLY

## TITLE OF DOCUMENT

EXHIBIT C TO UCC-1 FINANCING AND FIXTURE FILING STATEMENT:

SEVERANCE AGREEMENT -- TO BE RECORDED IN REAL ESTATE RECORDS OF DESOTO COUNTY, MS

REF: NORFOLK CORPORATION, LESSEE  
(6065122, 66)  
(5042681)DOCUMENT PREPARED BY: ROBERTA SHANDORF, FCL  
FARM CREDIT LEASING SERVICES CORPORATION  
5500 WAYZATA BLVD SUITE 1600  
MINNEAPOLIS, MN 55416-1252

612-797-7400 #466

Contract Number \_\_\_\_\_

Application Number \_\_\_\_\_

WHEREAS, the undersigned hold certain interests in the below-described real property ("Property") and the Lessee has entered into that certain Lease Agreement dated \_\_\_\_\_ ("Lease") with Farm Credit Leasing Services Corporation ("Lessor") for the lease of certain structures and/or equipment located on the Property described below or in the appropriate Exhibit A ("Equipment"), a copy of which is attached. NOW, THEREFORE, in consideration of the mutual benefits to be derived by the parties hereto from the making of such Lease, the undersigned parties ("Parties") hereby agree to the terms contained below and on the reverse side.

Furthermore, Lessee represents and warrants to Lessor that the information contained herein is true and complete, and except as described herein, no other person or entity has any interest in the below described Property. Lessee understands and agrees that Lessor is relying on the information contained herein in providing lease financing to Lessee. Lessee shall indemnify and hold Lessor harmless from all losses, liabilities, damages, costs and expenses, including attorneys' fees, incurred by Lessor arising out of the breach of the representations and warranties contained herein.

### NOTARIES REQUIRED FOR ALL SIGNATURES

#### Lessee(s) of Equipment:

Norfolk Corporation  
5951 Old Highway 61  
Lake Cormorant, MS 38641

By: X [Signature] 4/7/99  
Signature Date  
Robert I. Abbay III - President  
President  
Signature Title (corporations only) Date

#### Owner(s) of Real Estate:

Norfolk Corporation

By: [Signature] 4/7/99  
Signature Date  
Robert I. Abbay III - President  
President  
Signature Title (corporations only) Date

#### Real Estate Mortgagee(s), Contract Holder(s), Lienholder(s):

Citizen's Bank & Trust

By: [Signature] 4-7-99  
Signature Date  
VP Branch Manager  
VP Branch Manager  
Signature Title (corporations only) Date

#### Lessee(s) of Real Estate:

(please print or type full name)

By: \_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
Signature Date

Severance Agreement

Title (corporations only)

Transaction ID:

#### Company Notary:

State of MISSISSIPPI  
County of DESOTO } ss.  
On this 07th day of APRIL, 1999, before me, a Notary Public within and for DESOTO County, personally appeared Robert I. Abbay III to me personally known, and to me personally known to be an officer, to wit, President an officer of Norfolk Corp.

a corporation, and to me personally known to be the person who executed this instrument on behalf of said corporation as such officer, who being duly sworn, did say that he is such officer of said corporation described in and which executed this instrument, that the seal affixed to this instrument is the corporate seal of said corporation, and that said instrument was executed on behalf of the corporation by authority of its Board of Directors; and said corporation executed the same.

Dorothy L. Wilson MY COMMISSION EXPIRES AUG. 21, 2000  
Notary Public

#### Company Notary:

State of MISSISSIPPI  
County of DESOTO } ss.  
On this 07th day of APRIL, 1999, before me, a Notary Public within and for DESOTO County, personally appeared J. G. Austin to me personally known, and to me personally known to be an officer, to wit, \_\_\_\_\_ an officer of Citizen's Bank & Trust

a corporation, and to me personally known to be the person who executed this instrument on behalf of said corporation as such officer, who being duly sworn, did say that he is such officer of said corporation described in and which executed this instrument, that the seal affixed to this instrument is the corporate seal of said corporation, and that said instrument was executed on behalf of the corporation by authority of its Board of Directors; and said corporation executed the same.

Dorothy L. Wilson MY COMMISSION EXPIRES AUG. 21, 2000  
Notary Public

**Personal Notary:**

State of \_\_\_\_\_ } ss.  
 County of \_\_\_\_\_ }  
 On this \_\_\_\_\_ day of \_\_\_\_\_, before me,  
 a Notary Public within and \_\_\_\_\_ County, personally  
 appeared \_\_\_\_\_ to me known to be the  
 person described in and who executed this instrument, and acknowledged to  
 me that \_\_\_\_\_ he executed the same as his \_\_\_\_\_ free act and deed.

Notary Public

**Personal Notary:**

State of \_\_\_\_\_ } ss.  
 County of \_\_\_\_\_ }  
 On this \_\_\_\_\_ day of \_\_\_\_\_, before me,  
 a Notary Public within and \_\_\_\_\_ County, personally  
 appeared \_\_\_\_\_ to me known to be the  
 person described in and who executed this instrument, and acknowledged to  
 me that \_\_\_\_\_ he executed the same as his \_\_\_\_\_ free act and deed.

Notary Public

Equipment Description: ☐ See Exhibit A


Legal Description: ☒ See Exhibit B

(List complete legal description including township, section, range,  
 etc.)

**Additional Terms:**

1. The Equipment shall remain severed from the Property;
2. Even if attached to the Property, the Equipment shall retain its personal character, shall be removable from the Property, shall be treated as personal property with respect to the rights of the parties, and shall not become a fixture or a part of the Property;
3. Title and ownership of the Equipment shall remain with Lessor;
4. The Equipment shall not be subject to the lien of any secured transaction or instrument heretofore or hereafter arising against the Property or any other structure to which it is placed;
5. Lessor, its agents and assigns, shall have full access upon the Property to inspect, repair, rebuild, disassemble, or remove the Equipment without further notice to, or further permission of, charge for, or obligation to, the Parties, and in the event of default by Lessee in the payment or performance of any of Lessee's obligations and liabilities to Lessor, Lessor may remove the Equipment or any part thereof from the Property without objection, delay, hindrance or interference by the Parties, and in such case, the Parties will make no claim or demand whatsoever against the Equipment. In the event of any such default by Lessee, at Lessor's option, the Equipment may remain upon the Property free of rent or any charge for use and occupancy for a period not exceeding three (3) months after the receipt by Lessor of written notice from the Parties directing removal. Lessor shall repair damage to the Property caused by Lessor's removal of the Equipment;
6. The Equipment may remain on the Property without charge for the duration of the Lease and for a reasonable time thereafter, in order that Lessor may remove the Equipment; and
7. Lessor and Lessee may agree, without affecting the validity of this Agreement, to extend, amend or in any way modify the terms of payment or performance of any of Lessee's obligations and liabilities to Lessor, without the consent and without giving notice thereof to the Parties.

All of the Parties agree that Lessor may sell, transfer, convey, or assign its interest in the Lease to any other persons or entities and that the terms of this Severance Agreement will remain fully valid and in effect and binding upon the Parties for the benefit of such above-referenced persons or entities.

This Severance Agreement binds all of the Parties, their (its) heirs, personal representatives, successors and assigns and shall inure to the benefit of Lessor, its successors and assigns.

(6065122, 66)  
(5042681)

EXHIBIT B

PAGE 1 OF 1

## LEGAL DESCRIPTION:

A lot of land located in NE ¼ of Section 2, Township 2 South, Range 10 West, and the SE ¼ of Section 35, Township 1 South, Range 10 West, Desoto County, Mississippi, more fully described as follows:

Beginning at the Northeast corner of Section 2, Township 2 South, Range 10 West, said corner being the point of beginning; thence run South 1 degree 00' West along the East line of said Section 2, which is the center of a public road, a distance of 435.0 feet; thence run North 89 degrees 00' West a distance of 185.0 feet; thence run North 1 degree 00' East a distance of 60.0 feet; thence run North 89 degrees 00' West a distance of 670.0 feet; thence run North 1 degree 00' East a distance of 190.0 feet to the center of a public road; thence run South 89 degrees 00' East along the center of said public road a distance of 260.0 feet; thence run North 1 degree 00' East a distance of 185.0 feet to the North section line of said Section 2 and the South line of said Section 35; thence continuing North 1 degree 00' East a distance of 48.0 feet; thence run South 89 degrees 00' East a distance of 595.0 feet to the East line of said Section 35; thence run South 1 degree 00' West a distance of 48.0 feet to the point of beginning, less and except that portion of said tract included in public roads as presently located.

NORFOLK CORPORATION

FARM CREDIT LEASING CORPORATION